

## Term Contract No. 405P

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>405P</b>	<b>Ultra-Low Sulfur Diesel (Transport)</b>
<b>Effective Dates</b>	October 4, 2011 through September 30, 2013	
<b>Bid Number</b>	201101065	
<b>Administrator</b>	Grant Braley	
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<b>Last Updated</b>	March 12, 2012	

### 1. General Information

All heavy duty model year 2007 diesel engines must use the ULSD to meet the new emission standard of 15ppm sulfur maximum.

This contract uses **Daily Price Adjustments** for price per gallon determination.

### 2. Scope of Contract

The scope of this contract is limited to the State's normal requirements for Ultra-Low Sulfur Diesel Transport. This contract is for use by all state agencies, departments, institutions, universities, community colleges, (except those exempted by statute), and certain non-state agencies.

### 3. Minimum Orders

This contract will be for a minimum order of **6,000 gallons** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, then transportation charges will be prepaid and added to the invoice.

### 4. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

When ordering ultra-low sulfur diesel transport from this contract, please be aware pricing is updated daily. The price will be that in effect at the **time of delivery, not the date the order is released**.

#### Optional Order Placement Via E-Procurement Steps:

1. All orders will be "Blanket Orders" on this contract. The quantity (line 7) x price (line 9) equals the \$ amount of the blanket order.
2. Open the Ariba Buyer window. Click on the following link: [E-Procurement Users](#)
3. Click on the tab marked, "Non-Catalog".
4. In the field titled, "Full Description", type the following "Ultra-Low Sulfur Diesel Transport per Term Contract 405P".
5. In the field titled, "Commodity Code", find and select the following code "405-09: Fuel Oil".
6. In the field titled, "Supplier", select the supplier.
7. In the field titled, "Quantity", type in the total dollar amount of this blanket order.
8. In the field titled, "Unit of Measure", find and select the following unit of measure "dollars".
9. In the field titled, "Price", type \$1.00.

10. Set the "Blanket Order" tag to "YES".
11. Complete all other appropriate information on this page and click "Add Item".
12. On the View Line Items page click "Edit" to access the Edit Line Item page. On the drop down box next to "Contract?" select "Statewide". When you select "Statewide", the "Contract ID" field appears. Enter your Term Contract ID Number into the "Contract ID" field. Do not use spaces or dashes in the Term Contract ID Number. Your Term Contract Number should be entered as follows "405P". Click "OK".

**\*\*\* Note: All applicable taxes shall be included in the Tax Amount Field referenced on the requisition. \*\*\***

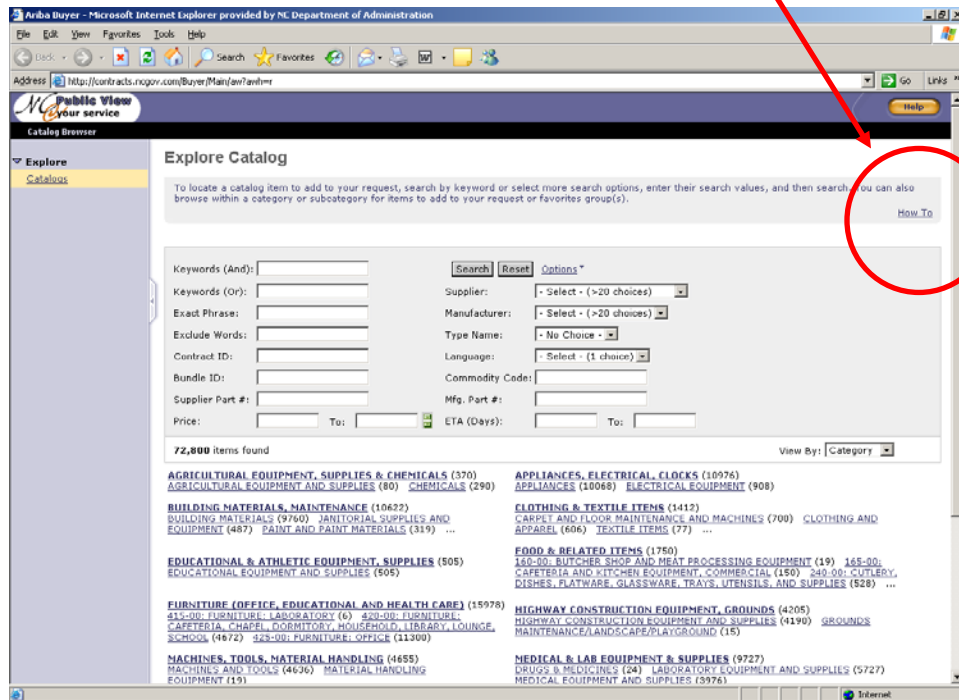
**Steps for "Blanket Order" Release for delivery and receiving of goods:**

1. **All releases for transport loads will be initiated by the customer.** Place your release requirements by telephone with the designated supplier for a particular location.
2. When invoice is received from the vendor, validate the pricing charged (Price/at delivery date) with the data downloaded from the P&C website. If invoice is approved go to the Ariba Buyer window and receive/approve the goods.

**Non E-Procurement Users**

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- a. Click on the following link: [E-Procurement Public View](#)
- b. **For online assistance regarding item searching; click on the "How to" underlined link located near the upper-right hand corner.**



**5. Delivery**

The contractor(s) will complete delivery within **two (2) days** after receipt of purchase order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

**Partial Unloading: ONLY IN EMERGENCY SITUATIONS & DISCRETION OF THE VENDOR** shall shipments moving from one user be stopped in transit for partial unloading and delivery to another user at a designated stop on the line of route. The following provisions shall apply:

- a. The charge for each stop over shall be a maximum of \$30.00.
- b. The order shall identify the point or points at which it is desired that the shipment be stopped in transit, together with the name and address of the user for whom stopping and delivery is desired and shall further designate portion of the shipment to be stopped for such delivery.

**Pumping Service:** When requested by the user, pumping equipment is to be furnished by the carrier for unloading fuel, at a charge of no more than **\$30.00** per load.

**Fill Pipe Requirements:** Customer that have a pipe sticking out of the ground with no fitting to attach to it are in violation of the law. These type fittings have been illegal in North Carolina for a few years. Transport companies do not want the liability exposure a few spills can create. Because of this transporters will no longer deliver fuel to customers whose pipes fail to meet the legal requirements. Customers need to invest in a proper 4" fill pipe or we are going to be in the position where there is not a carrier willing to violate the law and make these deliveries.

## 6. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is **6,000 gallons or more**, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

## 7. Kerosene Price Differential and Off Road Dyed Product Up-Charge

From time to time some agencies may require kerosene to be added to diesel fuel to "Winterize" such fuel. Below is a fixed differential in price (not to include taxes or state inspection fee) that would be used to calculate the price of kerosene to be "Splash" blended with diesel fuel. ***Vendors please do not furnish kerosene "winterized blends" unless requested by the customer.***

### # 1 Kerosene Price Differential

Contractor	Price	Contractor	Price
James River Solutions	\$0.02/gallon	Petroleum Traders Corp.	\$0.40/gallon
Jernigan Oil Company, Inc.	\$0.25/gallon	Potter Oil & Tire Company	N/A
Mansfield Oil Company	\$0.6690/gallon		

**Note:** Other vendors may have other winterization additives available at an additional cost. Contact your supplier for further information.

### Dyed Ultra-Low Sulfur Off Road Product Up-charge

Contractor	Price	Contractor	Price
James River Solutions	\$0.02/gallon	Petroleum Traders Corp.	\$.025/gallon
Jernigan Oil Company, Inc.	\$0.005/gallon	Potter Oil & Tire Company	\$0.005/gallon
Mansfield Oil Company	\$0.005/gallon		

## 8. Item Pricing Information

The pricing information is updated weekly throughout the term of the contract. Prices are subject to change each Tuesday. Click on the following link to view the current week's price; [405P Fuel, Ultra-Low Sulfur Diesel \(Transport\)](#).

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### 9. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority Owned", "Woman Owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address	Contact Information	County Served
James River Solutions	10487 Lakeridge Parkway, Suite 100 Ashland VA 23005	Tracy Little, President <b>Toll Free:</b> (800) 825-5599 <b>Phone:</b> (804) 358-9000 <b>Fax:</b> (804) 550-2880 <b>E-Mail:</b> <a href="mailto:tracy@jrpetro.com">tracy@jrpetro.com</a>	Davidson, Durham, Granville, Guilford, Halifax, Orange, Person, Randolph, Vance
Jernigan Oil Co., Inc.	109 Dr. MLK Jr. Drive North PO Box 688 Ahoskie NC 28573	Michael Harrell, President <b>Toll Free:</b> (888) 384-2131 <b>Phone:</b> (252) 332-2131 <b>Fax:</b> (252) 332-7611 <b>E-Mail:</b> <a href="mailto:michaelh@jerniganoil.com">michaelh@jerniganoil.com</a>	Beaufort, Bertie, Camden, Chowan, Currituck, Dare, Edgecombe, Gates, Hertford, Hyde, Jones, Martin, Northampton, Pasquotank, Perquimans, Pitt, Tyrrell, Washington
Mansfield Oil Company	1025 Airport Parkway SW Gainesville GA 30501	Reine Lee, Government Account Manager <b>Toll Free:</b> (800) 255-6699 ext. 2193 <b>Phone:</b> (678) 450-2193 <b>Fax:</b> (678) 450-2280 <b>E-Mail:</b> <a href="mailto:rlee@mansfieldoil.com">rlee@mansfieldoil.com</a>	Bladen, Chatham, Cumberland, Hoke, Moore, Robeson, Scotland
Petroleum Traders Corporation	7120 Pointe Inverness Way Fort Wayne IN 46804-7928	Gayle Newton, Contract Sales Manager <b>Toll Free:</b> (800) 348-3705 ext. 1002 <b>Phone:</b> (260) 207-6347 <b>Fax:</b> (260) 207-6347 <b>E-Mail:</b> <a href="mailto:gnewton@petroleumtraders.com">gnewton@petroleumtraders.com</a>	Alamance, Alexander, Alleghany, Brunswick, Buncombe, Burke, Anson, Cabarrus, Caldwell, Catawba, Cherokee, Clay, Forsyth, Gaston, Graham, Harnett, Haywood, Henderson, Iredell, Johnston, Lincoln, Madison, Mecklenburg, Richmond, Stanly, Union, Watauga, Wayne, Yancey, Ashe, Avery, Carteret, Caswell, Cleveland, Columbus, Craven, Davie, Duplin, Franklin, Greene, Jackson, Lee, Lenoir, Macon, McDowell, Mitchell, Montgomery, Nash, New Hanover, Onslow, Pender, Polk, Rockingham, Rowan, Rutherford, Sampson, Stokes, Surry, Swain, Transylvania, Wake, Warren, Wilkes, Wilson, Yadkin
Potter Oil & Tire Company	24250 NC 33 East Aurora NC 27806	Brian Potter, Vice President <b>Toll Free:</b> (800) 962-8473 <b>Phone:</b> (252) 322-4031 <b>Fax:</b> (252) 322-5215 <b>E-Mail:</b> <a href="mailto:brian@potteroil.com">brian@potteroil.com</a>	Pamlico

**10. Taxes**

If applicable, itemize them as a separate line item on the invoice. This section is different from previous bids.

- A. **Inspection Tax:** All bid prices shall not include the inspection tax of 1/4 cent per gallon.
- B. **State Road Use Tax:** All bid prices shall not include the state road use tax.
- C. **State Sales & Use Tax:** All bid prices shall not include any state sales and use tax.
- D. **Federal Tax:** Federal tax shall not be included in any bid price or invoice as exemption is claimed as provided by Chapter 32 of the Internal Revenue Code.
- E. **Superfund Charge:** All bid prices are not to include "Superfund Charge", but should be listed as a separate line item.
- F. **Fuel Surcharges:** No fuel surcharges will be allowed during the contract.
- G. **LUST fees or Oil Spill Liability Trust Fund fees apply, they should be itemized on the invoice.**

**11. Vendor Complaint Form**

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

**12. Contract Addenda**

Addendum	Effective Date	Description
1	10/18/2011	Indigo Energy removed from contract and counties re-awarded.
2	3/13/2012	Petroleum Traders will assume responsibilities for Brunswick, New Hanover, and Wake Counties